

Parol Demise or any Agreement (not being by Deed) whereon a certain Rent was reserved shall appear, the Plaintiff in such Action shall not therefor be nonsuited, but may make use thereof as an Evidence of the *Quantum* of the **Damages** to be recovered.

XV. And whereas where **any** Lessor or Landlord, having only an Estate for Life in the Lands, Tenements, or Hereditaments demised, happens to die before or on the Day, on which any Rent is reserved, or made payable, such Rent or any Part thereof, is not by law recoverable by the Executors or Administrators of such Lessor or Landlord; nor is the Person in Reversion entitled thereto, any other than for the Use and *Occupation of such Lands, Tenements or Hereditaments, from the Death of the Tenant for Life; of which, Advantage hath been often taken by the Under-tenants, who thereby avoid paying anything for the same; For Remedy whereof be it enacted by the Authority aforesaid, That from and after the Twenty fourth Day of *June*, One thousand seven hundred and thirty eight, where any Tenants for Life shall happen to die before or on the Day, on which any Rent was reserved or made payable upon any Demise or Lease of any Lands, Tenements, or Hereditaments, which determined on the Death of such Tenant for Life, that the Executors or Administrators of such Tenant for Life shall and may in an Action on the Case recover of and from such Under-tenant or Under-tenants of such Lands, Tenements, or Hereditaments, if such Tenant for Life die on the Day on which the same was made payable the whole, or if before such Day then a Proportion, of such Rent according to the Time such Tenant for Life lived, of the last Year, or Quarter of a Year or other Time in which the said Rent was growing due as aforesaid, making all just Allowances or a proportionable Part thereof respectively. **739**

XVI. And whereas Landlords are often great Sufferers by Tenants running away in Arrear, and not only suffering the demised Premises to lie uncultivated without any Distress thereon, whereby their Landlords or Lessors might be satisfied for the Rent-arrear, but also refusing to deliver up the Possession of the demised Premises, whereby the Landlords are put to the Expense and Delay of recovering in Ejectment; be it further enacted by the Authority aforesaid, That from and after the said Twenty fourth Day of *June*, One thousand seven